

From: [THOMAS KAPUSTA](#)
To: [Erik Ahlgren](#)
Cc: [Wencil Sarah \(USTP\)](#); [Mac VerStandig](#)
Subject: Re: Stark Energy 24-30168
Date: Monday, February 24, 2025 1:14:06 PM

Erik, I received a \$1500 retainer payment for February from debtor. I do not think a March payment will be needed at this point. Hopefully, what retainers have been paid will cover future fee applications depending upon how soon the plan may be confirmed or the case dismissed. Hopefully, the former.

Regards,

Thomas Kapusta
Subchapter V Trustee

On Saturday, December 7, 2024 at 09:46:31 AM CST, THOMAS KAPUSTA <tkapusta@aol.com> wrote:

Erik, would debtor re-start the payments in January? If debtor made January and February payments that would most likely cover all of the administrative fees that would be billed through substantial consummation. Would that work for the debtor? That way debtor could skip December and make the January and February deposits to ensure sufficient funds for the administration expenses.

Please let me know. Thank you.

Regards,

Thomas Kapusta
Subchapter V Trustee

On Friday, December 6, 2024 at 03:19:39 PM CST, Erik Ahlgren <erik@ahlgrenlawoffice.net> wrote:

Tom,

Given the amount of retainer, would you agree to skipping this month's payment?

Erik

From: THOMAS KAPUSTA <tkapusta@aol.com>
Sent: Friday, December 6, 2024 2:47 PM
To: Erik Ahlgren <Erik@Ahlgrenlawoffice.net>
Cc: Wencil Sarah (USTP) <sarah.j.wencil@usdoj.gov>; mac@dakotabankruptcy.com
Subject: Re: Stark Energy 24-30168

Correction:

Debtor has sent 5 payments of \$1500. The approximate receiving dates are July 9, August 12, September 23, October 10 and December 6 (mailed approximately 11/27/2024). The total is \$7500 representing monthly payments July - November. The court approved fee July 31, 2024 was \$5020.66. That should leave \$2479.34 held as retainer deposit if my math is correct.

Erik, if the above is incorrect, please let me know. I presume the December payment will be sent sometime yet this month.

There is currently about 12.9 unbilled hours.

Thank you.

Regards,

Thomas Kapusta
Subchapter V Trustee

On Friday, December 6, 2024 at 01:52:14 PM CST, THOMAS KAPUSTA <tkapusta@aol.com> wrote:

Erik, debtor's November retainer deposit monthly amount of \$1500 has been received. \$520.66 will be applied to the outstanding balance of the court approved trustee fee application. The rest

will be held in my trustee account.

I appreciate the effort debtor is making to try to keep the monthly payments current. I will let you know when the December payment arrives.

Thank you.

Regards,

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On Wednesday, November 27, 2024 at 09:13:52 AM CST, THOMAS KAPUSTA
<tkapusta@aol.com> wrote:

Erik, still no November payment received from Stark Energy.

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[Sent from the all new AOL app for iOS](#)

On Friday, November 8, 2024, 10:07 AM, THOMAS KAPUSTA
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Please let me know when it will be received. Thank you.

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On Thursday, October 3, 2024, 8:23 AM, THOMAS KAPUSTA <tkapusta@aol.com> wrote:

Erik, do you know if or when Stark Energy will be sending the payment due October 1st?

Tom Kapusta

Subchapter V Trustee

tkapusta@aol.com

On Sunday, September 22, 2024, 1:37 PM, THOMAS KAPUSTA <tkapusta@aol.com> wrote:

Erik, the September 1st payment of \$1500 was received and will be applied to the outstanding balance of the court approved trustee fee application.

Regards,

Tom Kapusta

Subchapter V Trustee

tkapusta@aol.com

On Tuesday, September 17, 2024, 4:17 PM, THOMAS KAPUSTA <tkapusta@aol.com> wrote:

Erik, as of today, the September 1st payment of \$1500 has still not

been received.
Approximately \$2000
remains to be paid for
the court approved
trustee fees and
expenses.

Regards,

Thomas Kapusta

Subchapter V Trustee

On Monday, September
9, 2024 at 11:40:52 AM
CDT, THOMAS
KAPUSTA
<tkapusta@aol.com>
wrote:

Erik, the September
1st payment of
\$1500 has not been
received as of today.

Regards,

Thomas Kapusta

Subchapter V
Trustee

tkapusta@aol.com

On Monday, August
26, 2024 at 04:37:47
PM CDT, THOMAS
KAPUSTA
<tkapusta@aol.com>

wrote:

Erik, I have approximately \$2700 in accrued fees and expected expenses to date. Assuming plan confirmation goes smoothly there could be about another \$1000 or so up to the effective date of the plan. If debtor continues to pay \$1500 the first of the month, September through December, that would appear possible to cover my remaining unpaid and expected fees and expenses. If you are saying that it is not possible to have all fees and expenses paid by the effective date of the plan, I think I would be willing to accept \$1500 the first of every month through December 1, 2024 at which point any outstanding and approved fees and expenses would need to be paid in full.

Thoughts? The September 1st agreed payment

of \$1500 is only
days away. I
presume debtor
will be making
timely payment.
That still leaves
approximately
\$500 remaining to
be paid for what
the court has
already approved.

Let me know.
Thank you.

Regards,

Thomas Kapusta

Subchapter V
Trustee

On Friday, August
23, 2024 at
08:29:25 AM
CDT, THOMAS
KAPUSTA
<tkapusta@aol.com>
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Erik, I am out
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Tom Kapusta

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On
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2024, 7:28
PM, Erik
Ahlgren
<Erik@Ahlgrenlawoffice.net>
wrote:

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The
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but
I
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to
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Section
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Plan
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This
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Erik

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From:
THOMAS
KAPUSTA
<tkapusta@aol.com>

Sent:
Thursday,
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22,
2024
4:55
PM

To:
Erik
Ahlgren
<Erik@Ahlgrenlawoffice.net>

Cc:
Wencil
Sarah
(USTP)
<sarah.j.wencil@usdoj.gov>

Subject:
Re:
Stark
Energy
24-
30168

Erik,

My
preference
is
to
receive
the
\$1500
on
the
first
of
the
month
pre-

confirmation
as
previously
agreed.
I
trust
the
September
1st
will
be
timely.
Even
with
that
payment,
the
first
fee
application
won't
be
paid
in
its
entirely
(around
\$500
short).

I
can
let
you
know
sometime
next
week
the
amount
accrued
since
my
first
application.
I
obviously
prefer
the
balance
of
the
payment
and

the
next
fee
application
paid
per
statute.

If
the
debtor
is
unable
to
pay
my
fees
within
that
framework,
does
that
not
then
call
into
question
debtor's
ability
to
make
the
proposed
plan
payments?

And
unless
the
plan
is
confirmed
consensually,
I
would
expect
additional
fees
accruing
post
confirmation
hearing.

Just

trying
to
be
transparent.

Thomas Kapusta

Subchapter
V
Trustee

tkapusta@aol.com

On
Thursday,
August
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2024,
1:57
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Erik
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<Erik@Ahlgrenlawoffice.net>
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Paragraph
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raises
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the
Debtor
will
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expense
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soon
as
reasonably
possible
in
the
ordinary
course
of
business,
unless
otherwise

agreed.
By
statute,
you
could
require
payment
on
the
effective
date,
but
if
they
don't
have
it
the
statutory
provision
isn't
of
much
help.

Let
me
know
if
you
object
to
this
provision.

Feel
free
to
call
me
at
218-
205-
7356
to
discuss.

Erik
A.
Ahlgren |

Attorney

Wells
Fargo
Center

Suite
105
(East
Entrance)

220
West
Washington
Ave

Fergus
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56537

Office:
218-
998-
2775

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218-
998-
6404

Cell:
218-
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erik@ahlgrenlawoffice.net

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distribution,
or
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of
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and
any
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is
strictly
prohibited.
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notify
the
sender
if
this
email
reaches
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not
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If
this
communication
concerns
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Uniform
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Act
("UETA")
does
not
apply
to
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communication.
To
comply
with
IRS
requirements,
you
are
informed
that
any
tax
advice
contained
in
this
communication
(including
any
attachments)
cannot
be
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|
|
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|
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the
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From: [THOMAS KAPUSTA](#)
To: [Erik Ahlgren](#)
Cc: [Wencil Sarah \(USTP\)](#); [Mac VerStandig](#)
Subject: Re: Stark Energy 24-30168
Date: Saturday, December 7, 2024 10:46:44 AM

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Let
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know
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Feel
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call
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at
218-
205-
7356
to
discuss.

**Erik
A.
Ahlgren |
Attorney**

Wells
Fargo
Center

Suite
105
(East
Entrance)

220
West
Washington
Ave

Fergus
Falls,
MN
56537

Office:
218-
998-
2775

Fax:
218-
998-
6404

Cell:
218-
205-
7356

erik@ahlgrenlawoffice.net

This
message
and
any
attachments
are
intended
only
for
the
named
recipient(s),
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contain
information
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disclosure
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applicable
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and
rules.
If
you
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not
the
intended
recipient(s),
you
are
notified
that
the
dissemination,
distribution,
or
copying
of
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message
and
any
attachments

is
strictly
prohibited.
Please
notify
the
sender
if
this
email
reaches
you
and
you
are
not
the
intended
recipient(s).
If
this
communication
concerns
negotiation
of
a
contract
or
agreement,
the
Uniform
Electronic
Transactions
Act
("UETA")
does
not
apply
to
this
communication.
To
comply
with
IRS
requirements,
you
are
informed
that
any
tax
advice
contained
in
this
communication

			(including any attachments) cannot be used for the purpose of avoiding tax- related penalties under the Internal Revenue Code.
--	--	--	--

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To: [Erik Ahlgren](#)
Cc: [Wencil Sarah \(USTP\)](#); [Mac VerStandig](#)
Subject: Re: Stark Energy 24-30168
Date: Friday, December 6, 2024 3:47:06 PM

Correction:

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On Tuesday, September 17, 2024,
4:17 PM, THOMAS KAPUSTA
<tkapusta@aol.com> wrote:

Erik, as of today, the
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Approximately \$2000
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Regards,

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On Monday, August 26,
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Thoughts? The September 1st agreed payment of \$1500 is only days away. I presume debtor will be making timely payment. That still leaves approximately \$500 remaining to be paid for what the court has already approved.

Let me know.
Thank you.

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To
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					advice contained in this communication (including any attachments) cannot be used for the purpose of avoiding tax- related penalties under the Internal Revenue Code.
--	--	--	--	--	--

From: [THOMAS KAPUSTA](#)
To: [Erik Ahlgren](#)
Cc: [Wencil Sarah \(USTP\)](#); [Mac VerStandig](#)
Subject: Re: Stark Energy 24-30168
Date: Friday, December 6, 2024 2:52:27 PM

Erik, debtor's November retainer deposit monthly amount of \$1500 has been received. \$520.66 will be applied to the outstanding balance of the court approved trustee fee application. The rest will be held in my trustee account.

I appreciate the effort debtor is making to try to keep the monthly payments current. I will let you know when the December payment arrives.

Thank you.

Regards,

Thomas Kapusta
Subchapter V Trustee

On Wednesday, November 27, 2024 at 09:13:52 AM CST, THOMAS KAPUSTA <tkapusta@aol.com> wrote:

Erik, still no November payment received from Stark Energy.

Tom Kapusta
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On Thursday, November 14, 2024, 2:32 PM, THOMAS KAPUSTA <tkapusta@aol.com> wrote:

As today still no November payment, Erik.

[Sent from the all new AOL app for iOS](#)

On Friday, November 8, 2024, 10:07 AM, THOMAS KAPUSTA <tkapusta@aol.com> wrote:

Erik, the November 1st payment has not been received as of today.

Please let me know when it will be received. Thank you.

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On Thursday, October 3, 2024, 8:23 AM, THOMAS KAPUSTA
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contract
or
agreement,
the
Uniform
Electronic
Transactions
Act
("UETA")
does

not
apply
to
this
communication.
To
comply
with
IRS
requirements,
you
are
informed
that
any
tax
advice
contained
in
this
communication
(including
any
attachments)
cannot
be
used
for
the
purpose
of
avoiding
tax-
related
penalties
under
the
Internal
Revenue
Code.

From: [THOMAS KAPUSTA](#)
To: [Erik Ahlgren](#)
Cc: [Wencil Sarah \(USTP\)](#); [Mac VerStandig](#); [Mac VerStandig](#)
Subject: Stark Energy 24-30168
Date: Tuesday, November 19, 2024 11:48:25 AM

Erik, I received a call yesterday from Justin Bacon regarding his wage claim that was approved by the court on October 23. He inquired when that would be paid. Would you respond to him? I believe you have his phone number. Thank you.

Regards,

Thomas Kapusta
Subchapter V Trustee

From: [THOMAS KAPUSTA](#)
To: [Erik Ahlgren](#)
Cc: [Wencil Sarah \(USTP\)](#); [Mac VerStandig](#)
Subject: Re: Stark Energy 24-30168
Date: Thursday, November 14, 2024 3:33:11 PM

As today still no November payment, Erik.

[Sent from the all new AOL app for iOS](#)

On Friday, November 8, 2024, 10:07 AM, THOMAS KAPUSTA <tkapusta@aol.com> wrote:

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Upon Court
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the ordinary
course of
business,
unless
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Let me know
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Feel free to
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**Erik A.
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Attorney**

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220 West
Washington
Ave

Fergus Falls,
MN 56537

Office: 218-
998-2775

Fax: 218-
998-6404

Cell: 218-

205-7356

erik@ahlgrenlawoffice.net

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agreement,

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Electronic
Transactions
Act ("UETA")
does not
apply to this
communication.
To comply
with IRS
requirements,
you are
informed that
any tax advice
contained in
this
communication
(including any
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Let me know if you object to this provision.

Feel free to call me at 218-205-7356 to discuss.

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Fax: 218-998-6404

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To: [Erik Ahlgren](#)
Cc: [Wencil Sarah \(USTP\)](#); [Mac VerStandig](#)
Subject: Re: Stark Energy 24-30168
Date: Thursday, October 10, 2024 11:13:19 AM

Erik,

The October payment of \$1500 was received. \$520.66 will be applied to the remaining balance of the court approved initial fee application which is now paid. The rest will be held as the retainer deposit.

Thank you

Regards,

Thomas Kapusta
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[Sent from the all new AOL app for iOS](#)

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On Monday, August 26, 2024 at 04:37:47 PM CDT, THOMAS KAPUSTA
<tkapusta@aol.com> wrote:

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Sent: Thursday, August 22, 2024 4:55 PM
To: Erik Ahlgren <Erik@Ahlgrenlawoffice.net>
Cc: Wencil Sarah (USTP)
<sarah.j.wencil@usdoj.gov>
Subject: Re: Stark Energy 24-30168

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From: [THOMAS KAPUSTA](#)
To: [Erik Ahlgren](#)
Cc: [Wencil Sarah \(USTP\)](#); [Mac VerStandig](#)
Subject: Re: Stark Energy 24-30168
Date: Sunday, September 22, 2024 2:38:12 PM

Erik, the September 1st payment of \$1500 was received and will be applied to the outstanding balance of the court approved trustee fee application.

Regards,

Tom Kapusta
Subchapter V Trustee
tkapusta@aol.com

On Tuesday, September 17, 2024, 4:17 PM, THOMAS KAPUSTA <tkapusta@aol.com> wrote:

Erik, as of today, the September 1st payment of \$1500 has still not been received. Approximately \$2000 remains to be paid for the court approved trustee fees and expenses.

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On Monday, September 9, 2024 at 11:40:52 AM CDT, THOMAS KAPUSTA <tkapusta@aol.com> wrote:

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Cc: [Wencil Sarah \(USTP\)](#); [Mac VerStandig](#)
Subject: Re: Stark Energy 24-30168
Date: Tuesday, September 17, 2024 5:17:27 PM

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Subject: Re: Stark Energy 24-30168
Date: Monday, September 9, 2024 12:41:05 PM

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To: [Erik Ahlgren](#)
Cc: [Wencil Sarah \(USTP\)](#); [Mac VerStandig](#)
Subject: Re: Stark Energy 24-30168
Date: Friday, August 23, 2024 9:29:43 AM

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To: [Wencil, Sarah J. \(USTP\)](#); [Erik Ahlgren](#)
Cc: [Mac VerStandig](#)
Subject: Re: Stark Energy, Inc. // 2024-05-19 DIP Order - Riviera
Date: Thursday, June 13, 2024 9:13:48 AM

And I would agree with that position as my just sent email stated regarding my objection.

Tom Kapusta
Subchapter V Trustee

On Thursday, June 13, 2024, 8:10 AM, Wencil, Sarah J. (USTP) <Sarah.J.Wencil@usdoj.gov> wrote:

Erik the order is fine, but I think that the superpriority status is contingent on the debtor submitting a budget (as raised in our objection) to show that the super priority lien is in the best interest of the estate.

Sarah

From: Erik Ahlgren <Erik@Ahlgrenlawoffice.net>
Sent: Wednesday, June 12, 2024 9:40 PM
To: THOMAS KAPUSTA <tkapusta@aol.com>; Wencil, Sarah J. (USTP) <Sarah.J.Wencil@usdoj.gov>
Cc: Mac VerStandig <mac@dakotabankruptcy.com>
Subject: [EXTERNAL] RE: Stark Energy, Inc. // 2024-05-19 DIP Order - Riviera

Tom,

This is the purchase of accounts receivable so that the Debtor can better manage its cash flow and will, therefore, benefit the ability of the Debtor to fund a plan of reorganization.

It only creates a lien on unpurchased accounts receivable to the extent a purchased account defaults.

The retainer should protect your fees so the administrative expenses at risk are more likely to be my fees.

I hope, with this explanation, you will not have a continuing objection to the financing motion.

Erik

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Subject: Re: Stark Energy, Inc. // 2024-05-19 DIP Order - Riviera
Date: Thursday, June 13, 2024 9:11:27 AM

Erik, provided my retainer and fees are protected as you say and the financing is needed for development of a successful plan and is in the best interests of creditors, I will remove my objection.

Regards,

Tom Kapusta
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I revised paragraph 4 so that it is limited to "Post-petition accounts, accounts receivable, contract rights, chattel paper, documents, instruments, reserve accounts, rebates, and general intangibles, and all books and records pertaining to accounts". These elements are all related to accounts receivable and it is my understanding that Riviera wants a security interest in post-petition accounts receivable but is not as concerned about the physical assets – which are all secured by other parties.

Paragraph 5 does not create a super-priority lien. It is discussing administrative

expenses. So, hopefully, that explanation addresses your concern.

Paragraph 6 addresses assessment of expenses. It simply establishes that there will be no assessments of expenses on the post-petition accounts receivable, and I don't think there would be any basis for doing so. Hopefully, that is not a big deal.

Tom,

Are you OK with how we propose establishing a retainer?

Sarah/Mac,

Feel free to discuss directly.

Erik

From: Wencil, Sarah J. (USTP) <Sarah.J.Wencil@usdoj.gov>
Sent: Tuesday, June 11, 2024 11:11 AM
To: Erik Ahlgren <Erik@Ahlgrenlawoffice.net>
Cc: Mac VerStandig <mac@dakotabankruptcy.com>; THOMAS KAPUSTA <tkapusta@aol.com>
Subject: RE: Stark Energy, Inc. // 2024-05-19 DIP Order - Riviera

Hi Erik,

To follow up our call, I am putting a list of the issues outstanding.

1. As noted, the motion and new proposed order are much broader than the relief that you have stated that the Debtor wants, which is only to continue the factoring agreement with a superpriority lien.
2. The post-petition lien in paragraph 4 goes beyond the account receivables and any use of those funds.
3. The super priority lien at paragraph 5 should exclude the chapter 5 causes of action.
4. The Section 506(c) language in paragraph 6 should be deleted.
5. If Tom is okay with the \$1,500 retainer each month, I am okay with that as the carve-out.
6. We need a budget/projections.

Safe travels.

Sarah

From: Erik Ahlgren <Erik@Ahlgrenlawoffice.net>
Sent: Tuesday, June 11, 2024 9:15 AM
To: Wencil, Sarah J. (USTP) <Sarah.J.Wencil@usdoj.gov>
Subject: [EXTERNAL] Stark Energy, Inc. // 2024-05-19 DIP Order - Riviera

Sarah,

Please give me a call when you get a chance.

I will be leaving the office about 10:30 to start a vacation trip (to London – I have never been there). Our flight leaves at 1:00 from Fargo, and will be on the ground between 2:30 and 5:00 in Mpls.

I tell you all this because I would really like to talk over the revised proposed order with you. Since I sent this to you, I have also passed it by Riviera. They are OK with the carve out for the sub-V trustee, but would like to have it be \$1,500 per month put into a retainer account for Tom Kapusta; I expect Tom would like that too.

Please call me at 218-205-7356.

Erik

From: Erik Ahlgren
Sent: Wednesday, June 5, 2024 3:21 PM
To: Wencil, Sarah (USTP) <Sarah.J.Wencil@usdoj.gov>
Subject: 2024-05-19 DIP Order - Riviera

Sarah,

Attached is a revised order for the Riviera financing.

Call me at 218-205-7356 after you have a chance to review. I am hoping that it will adequately address your concerns.

Erik A. Ahlgren | Attorney

Wells Fargo Center
Suite 105 (East Entrance)
220 West Washington Ave
Fergus Falls, MN 56537

Office: 218-998-2775
Fax: 218-998-6404
Cell: 218-205-7356
erik@ahlgrenlawoffice.net

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Revenue Code.

From: [THOMAS KAPUSTA](#)
To: [Erik Ahlgren](#); [Wencil, Sarah J. \(USTP\)](#)
Cc: [Mac VerStandig](#)
Subject: Re: Stark Energy, Inc. // 2024-05-19 DIP Order - Riviera
Date: Wednesday, June 12, 2024 9:18:50 AM

Erik, in regards to the trustee retainer deposit, if this financing motion goes through, I would like to see the retainer deposit payments of \$1500 per month start July 1st and the first of very month thereafter. Could that be added to the proposed order for clarity?

Regards,

Tom Kapusta
Subchapter V Trustee

P.S. Enjoy London. I recommend historical sites and the theatre especially Shakespeare as must sees.

On Wednesday, June 12, 2024, 7:33 AM, Erik Ahlgren <Erik@Ahlgrenlawoffice.net> wrote:

In para. 5, I added: Nothing in this section will create a lien, interest or priority claim in causes of action under 11 U.S.C. Section 544, 545, 547, 548 and 549.

In para. 6, I struck the reference to Section 506.

With respect to paragraph 4, the idea is to make it clear that Riviera has a first priority security interest in all accounts receivable. Pursuant to the terms of 11 U.S.C. §552, no creditor could claim a security

interest in post-petition AR but it is still a legitimate issue for Riviera to request a court order making clear that they have a first priority security interest in post-petition AR. If I am not understanding your concern or what you would believe to be an appropriate order, please let me know.

Once I have what will be acceptable to you, I still need to go back to Riviera to get their consent to the order as modified.

Erik

From: Wencil, Sarah J. (USTP) <Sarah.J.Wencil@usdoj.gov>
Sent: Tuesday, June 11, 2024 2:03 PM
To: Erik Ahlgren <Erik@Ahlgrenlawoffice.net>
Cc: Mac VerStandig <mac@dakotabankruptcy.com>; THOMAS KAPUSTA <tkapusta@aol.com>
Subject: RE: Stark Energy, Inc. // 2024-05-19 DIP Order - Riviera

Erik,

For paragraph 4, I think that you should add that the lien will not prime any pre-

existing liens.

For paragraph 5, the order specifically states super priority and cites to the super priority section, so I will stand by my prior comments.

For paragraph 6, we would like the reference to 506 stricken.

Sarah

From: Erik Ahlgren <Erik@Ahlgrenlawoffice.net>
Sent: Tuesday, June 11, 2024 1:52 PM
To: Wencil, Sarah J. (USTP) <Sarah.J.Wencil@usdoj.gov>
Cc: Mac VerStandig <mac@dakotabankruptcy.com>; THOMAS KAPUSTA <tkapusta@aol.com>
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